

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE: FCA US LLC MONOSTABLE
ELECTRONIC GEARSHIFT LITIGATION
MDL No. 2744

Case Number 16-md-02744
Honorable David M. Lawson
Magistrate Judge David R. Grand

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VERDICT FORM

We, the jury, unanimously determine the questions set forth below as follows:

A. First Certified Question

The first certified question is whether the monostable gear shift has a design defect that renders the Class Vehicles unsuitable for the ordinary use of providing safe transportation. Answer this question according to the law of each state in turn and mark your verdict below indicating your answer to the first question according to each state's law.

For each of the following states, answer **YES** if you unanimously find by a preponderance of the evidence, according to the law of that state, that the Class Vehicles have a design defect. Mark **NO** if you unanimously find by a preponderance of the evidence, according to the law of that state, that the Class Vehicles do not have a design defect.

1. Arizona

 YES — The Class Vehicles have a design defect.

✗ NO — The Class Vehicles do not have a design defect.

2. Colorado

 YES — The Class Vehicles have a design defect.

✗ NO — The Class Vehicles do not have a design defect.

3. Florida

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

4. Illinois

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

5. Iowa

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

6. Louisiana

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

7. Maryland

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

8. Massachusetts

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

9. Michigan

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

10. Nevada

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

11. New Jersey

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

12. North Carolina

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

13. Ohio

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

14. Oregon

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

15. Pennsylvania

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

16. Texas

- YES — The Class Vehicles have a design defect.
 NO — The Class Vehicles do not have a design defect.

17. Utah

YES — The Class Vehicles have a design defect.

NO — The Class Vehicles do not have a design defect.

18. Washington

YES — The Class Vehicles have a design defect.

NO — The Class Vehicles do not have a design defect.

19. Wyoming

YES — The Class Vehicles have a design defect.

NO — The Class Vehicles do not have a design defect.

B. Second Certified Question

The second certified question is whether FCA knew about the defect and concealed its knowledge from buyers of the Class Vehicles. Mark your verdict below indicating your answer to the second question.

If your answer to the First Certified Question was NO for every state that was listed, then you must not answer this question at all.

Answer YES to each subpart below if you unanimously find, according to the applicable burden of proof, that FCA concealed knowledge of the defect from buyers of the Class Vehicles. Mark NO to each subpart if you unanimously find, according to the applicable burden of proof, that the defendant did not conceal knowledge of the defect from buyers of the Class Vehicles.

(A) Do you unanimously find by *clear and convincing evidence* that FCA concealed knowledge of the defect?

YES — FCA concealed knowledge of the defect.

NO — FCA did not conceal knowledge of the defect.

(B) Do you unanimously find *by a preponderance of the evidence* that FCA concealed knowledge of the defect?

YES — FCA concealed knowledge of the defect.

NO — FCA did not conceal knowledge of the defect.

C. Third Certified Question

The third certified question is whether information about the defect that was concealed would be material to a reasonable buyer. Mark your verdict below indicating your answer to the third question.

If your answer to the First Certified Question was NO for every state that was listed, then you must not answer this question. Also, if your answer to the Second Certified Question was NO under both standards of proof, then you must not answer this question. You only should answer this question if, by applying the law of any state, you answered YES to the First Certified Question for at least one state and answered YES under either standard of proof to the Second Certified Question.

Answer YES to each subpart below if you unanimously find, according to the applicable burden of proof, that information about the defect that was concealed by FCA would be material to a reasonable buyer. Mark NO to each subpart if you unanimously find, according to the applicable burden of proof, that information about the defect that was concealed by FCA would not be material to a reasonable buyer.

(A) Do you unanimously find by clear and convincing evidence that information about the defect that was concealed by FCA would be material to a reasonable buyer?

YES — The concealed information would be material to a reasonable buyer.

NO — The concealed information would not be material to a reasonable buyer.

(B) Do you unanimously find by a preponderance of the evidence that information about the defect that was concealed by FCA would be material to a reasonable buyer?

YES — The concealed information would be material to a reasonable buyer.

NO — The concealed information would not be material to a reasonable buyer.

s/ Jury Foreperson
In compliance with the Privacy Policy adopted
by the Judicial Conference, the verdict form
with the original signature has been filed
under seal.

Dated: September 20, 2022